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FILE NO: 46001.000278

November 6, 2001

**By Overnight Delivery**

Ms. Magalie R. Salas  
Secretary  
Federal Communications Commission  
445 Twelfth Street, S.W.  
Washington, DC 20554

NOV 8 2001  
FEDERAL COMMUNICATIONS COMMISSION

**RE: WorldCom, Cox, and AT&T ads. Verizon**  
**CC Docket Nos. 00-218, 00-249, and 00-251/**

Dear Ms. Salas:

Yesterday, Verizon VA, Inc. circulated the Second Revised Joint Decision Point Lists ("JDPL") for the UNE panel. Page 3 of the JDPL was not correctly reproduced and enclosed are four copies of the corrected page 3. The electronic version circulated yesterday is complete.

Please do not hesitate to call me with any questions.

Sincerely,

Richard D. Gary

RDG/slf  
Enclosures

cc: Dorothy T. Attwood, Chief, Common Carrier Bureau (8 copies)  
Jeffery Dygert (3 copies for use as hearing exhibits)  
Katherine Faroba (w/o encl.)

with enclosures:

Jodie L. Kelley, counsel for WorldCom  
Kimberly Wild, counsel for WorldCom  
David Levy, counsel for AT&T  
Mark A. Keffner, counsel for AT&T  
J. G. Harrington, counsel for Cox  
Carrington F. Philip, counsel for Cox

No. of Copies rec'd  
List ABCDE

of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		<p>such Exchange Access services.</p> <p>1.4 Notwithstanding any other provision of this Agreement:</p> <p>1.4.1 To the extent that Verizon is required by a change in Applicable Law to provide a UNE or Combination not offered under this Agreement to **CLEC as of the Effective Date, the terms, conditions and prices for such UNE or Combination (including, but not limited to, the terms and conditions defining the UNE or Combination and stating when and where the UNE or Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Tariff of Verizon, or, in the absence of an applicable Verizon Tariff, as mutually agreed by the Parties.</p> <p>1.4.2 Verizon shall not be obligated to provide to **CLEC, and **CLEC shall not request from Verizon, access to a proprietary advanced intelligent network service.</p> <p>1.5 If Verizon terminates its provision of a UNE or a Combination to **CLEC pursuant the terms of this Agreement and **CLEC elects to purchase other Services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with **CLEC to coordinate the termination of such UNE or Combination and the installation of such Services to minimize the interruption of service to Customers of **CLEC; and, (b) **CLEC shall pay all applicable charges for such Services, including, but not limited to, all applicable installation charges.</p> <p>1.6 Nothing contained in this Agreement shall be deemed to constitute an agreement by Verizon that any item identified in this Agreement as a UNE is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to **CLEC on an unbundled basis.</p> <p>1.7 Except as otherwise expressly stated in this Agreement, **CLEC shall access Verizon's UNEs specifically identified in this Agreement via Collocation in accordance with the Collocation</p>

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